

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

United States of America, : Case No. 2:20-cr-94(3)
Plaintiff, :
vs. : Judge Sarah D. Morrison
: :
Eric Ahiekpor, :
Defendant. :
:

DEFENDANT ERIC AHIEKPOR'S MOTION TO TRAVEL

Now comes Defendant Eric Ahiekpor, by and through counsel and moves this Court for an order to allow him to travel to New York on February 27, 2022 and return on February 28, 2022. Additionally, to travel to Washington DC on March 5, 2022, then to New York City on March 6, 2022, returning on March 9, 2022. Finally, to travel to Miami on March 10, 2022 returning on March 16, 2022 for his work commitments as a tour manager. (See Attached Exhibit A)

Respectfully submitted,

/s/ Byron L. Potts
Byron L. Potts (0040246)
Attorney for Defendant
761 South High Street
Columbus, Ohio 43206
614/228-2154
byronpotts@msn.com

CERTIFICATE OF SERVICE

I hereby certify that on February 24, 2022, a copy of the foregoing was filed electronically. Notice of this filing will be sent to Plaintiff by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

A copy of the foregoing was also sent via email to the following this 24th day of February 24, 2022:

Melinda Vincent
U.S. Probation Officer
melinda_vincent@ohsp.uscourts.gov

Peter Glenn-Applegate
Assistant United States Attorney
peter.glen-applegate@usdoj.gov

/s/Byron L. Potts
Byron L. Potts (0040246)
Attorney for Defendant



DTB 2022 USA TOUR

MEDIKAL & SHATTA WALE PERFORMANCE AGREEMENT

This Agreement, made this 9 day of February, 2022 (hereinafter "the Agreement"), between Eric Ahiekpor of BLIBO Entertainment Inc., (hereinafter the "Tour Manager"); and Nana Frimpong (hereinafter the "The Purchaser").

WHEREAS, the Purchaser hereby engages Manager to procure the services of Medikal & Shatta Wale (hereinafter the "Artists") and the Artists' hereby agrees to procure the services of Medikal & Shatta Wale to perform at the Event hereinafter provided, upon all the terms and conditions set forth herein.

1. THE EVENT

(a) The Event shall be a concert\performance within the 2022 DBT USA Tour, presented by BLIBO Entertainment Inc., wherein Medikal & Shatta Wale shall be the headliners.

(b) The Event shall take place on March 5, 2022. The location of the Event is The Underground 820 S. Hamilton Street, Charlotte NC. Venue must be approved by Artists' prior to the date of the Event. Rehearsal facilities will be available no less than 24 hours prior to the date and time of the Event.

(c) Artists' shall provide a video drop promoting the event upon the execution of this agreement and receipt of initial deposit.

(d) Artists' shall be present and available for a celebrity Meet & Greet, which shall take place after the performance at a location to be determined, which must be pre-approved by Artists'. Artists' shall take photographs and sign autographs for a number of fans during the Meet & Greet. An approximate number of fans to be present at the Meet & Greet shall be provided to Artists' as soon as possible.

2. COMPENSATION

(a) Artists' shall be paid the total sum of \$20,000.00 for Artists' performance on the date of the Event. This compensation shall be paid as follows:



1. A Non-Refundable Contract Administration Fee of \$125.00 shall be paid to Artists' via wire transfer within three (3) days of the receipt of a fully executed contract by the Purchaser to the following Bank Account.

Gilbert Anokye
Huntington Bank
Account # 02658172809
Routing # 042015422
Checking Account

2. A Non-Refundable Deposit of fifty percent (50%) of the total sum, \$10,000.00 shall be paid to Artists' via wire transfer within three (3) days of the receipt of a fully executed contract by the Purchaser.

3. The balance of fifty percent (50%) of the total sum, \$10,000.00 must be paid on or before March 5, 2022.

(b) Notwithstanding the foregoing, in the event that Artists' performances and the recordings thereof are selected to be embodied in an Album and/or Video, Artists' shall be entitled to a percentage of royalties derived therefrom. Such percentages shall be negotiated separately, if required, and placed in an instrument to be signed by all relevant parties.

3. TRAVEL AND ACCOMMODATIONS

Flights and hotel are included in the \$20,000.00.

The following travel expenses must be paid for and provided by Purchaser, with the confirmation of same to be provided to Artists' no less than seven (7) days prior to the date of the Event:

(a) Ground transportation to and from airports, rehearsals, sound-check and performance. The vehicle used for transportation shall be 2 Luxury SUVs or Luxury Vans suitable to accommodate Artists' and Ten (10) additional persons.



On the date of the Event, Purchaser shall provide reasonable dressing room facilities, a VIP area at the venue before and after the performance, and refreshments of Artists' choice TBD at the Event.

4. GRANT OF RIGHTS

Artists' grants to Purchaser the right to produce and promote the Event and to use Artists' image and likeness for the promotion and advertisement of the event. Furthermore, Artists' agrees to be reasonably available to assist in the promotion of the Event.

5. MERCHANDISING

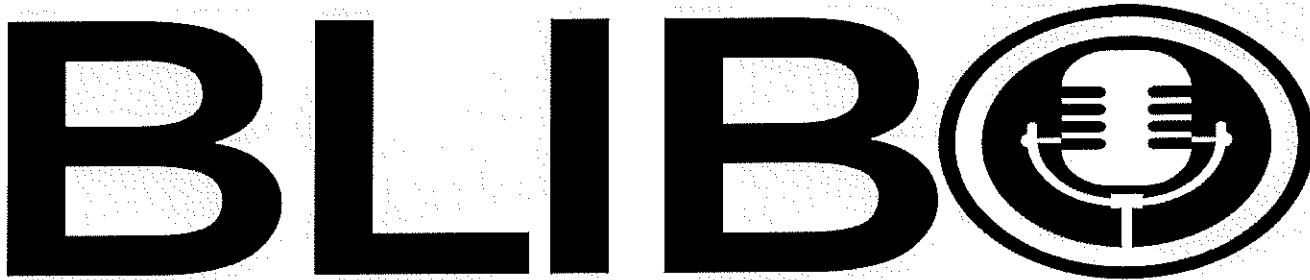
Artists' shall have the right to create merchandise bearing his image and likeness to be sold on the date of the event at the Event venue. If required, Purchaser shall seek the approval of the venue or event coordinator and negotiate in good faith with respect thereto.

6. CREDIT\MARKETING

Purchaser will make every effort to obtain radio and television advertisements to promote and market the show in the city where the performance shall take place. Purchaser will make every effort to ensure that Artists', Artists' and all event Sponsors receive credit in all radio and television media advertisements. Purchaser must include the logo of Medikal & Shatta Wale., and all Sponsors, to be determined, on all promotional materials. Purchaser shall not be held responsible in the event that a Sponsor's name is left out due to time or space restrictions or due to the date on which Sponsor commits to be a participant. All promotional materials must be pre-approved by Artists'.

7. BREACH

In the event that either party defaults with respect to any obligation under this Agreement and said default cannot be cured, such defaulting party shall and hereby does indemnify the other party against, or shall reimburse him or her for reasonable attorneys' fees, disbursements and court costs incurred by the non-defaulting party in bringing suit or other proceeding to enforce any of the terms, covenants or conditions of this Agreement.



ENTERTAINMENT INC

In the event that Artists' shall default with respect to any obligation under this Agreement, and said default cannot be cured, Artists' shall not be held liable for Artists' default. Artists' shall use its best efforts to cure any breach but shall not be liable for any acts or omissions by Artists' that are outside of Artists' control.

8. FORCE MAJUERE

Artists' shall have no liability to Purchaser in the event of the occurrence of an event constituting force majeure, technical defect, inclement weather, the action or inaction of any government or other entity or an Act of God, whereby the Event does not take place, is abandoned or Artists' performance cannot be incorporated therein.

Artists' shall have no liability to Purchaser, and shall be entitled to retain the non-refundable deposit, in the event of an event constituting force majeure, technical defect, inclement weather, the action or inaction of any government or other entity or an act of God, which Artists' or Artists' has no control over, and which prevents Artists' from performing.

Each party agrees to notify the other promptly upon discovery of an event of force majeure, as set forth above, which may cause a failure or delay in performance hereunder. Notwithstanding the foregoing Clause, a delay in performance due to an event of force majeure shall be excused only so long as the event continues or until a commercially reasonable alternative method of performance can be implemented.

9. CANCELLATION

In the event of cancellation by Purchaser, Artists' and Artists' shall not be liable to refund any payment made and Artists' may choose to seek from Purchaser any money lost due to said cancellation.

10. INSURANCE

Purchaser shall be responsible for obtaining an insurance policy for the event covering personal injury and damages in amounts and coverage reasonable and customary in the entertainment industry. Purchaser assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities or damages related to or based upon the presentation or production of the Event.

11. COPYRIGHT OWNERSHIP



All recordings and transmissions of the Event, including without limitation, the Program, Video and Album and phonograph records and other reproductions made therefrom (collectively, the "Recordings"), together with the performances embodied therein and all copyrights therein and thereto, and all renewals and extensions thereof, shall be entirely Purchaser's property, subject only to the payment of royalties as discussed in Paragraph 2 above.

Recordings shall in all respects be deemed "works made for hire" pursuant to and in accordance with the United States Copyright Act. Nevertheless, Purchaser shall, upon Artists' or Artists' request, execute and deliver to Artists' any assignment of copyright (including renewals and extensions thereof) in and to the Recordings as Artists' may deem necessary.

12. NOTICES

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Artists': Blibo Entertainment Inc.,
 c/o Mark Gutentag, Esq.
 22 E. Gay St. Ste. 400
 Columbus, OH 43215
 614-365-1700 (Office)
 mark@gutentaglaw.com and
 bliboentertainmentgroup@gmail.com

If to Purchaser: Eric Ahiiekpor
 1901 E. Dublin Granville Rd
 Columbus, OH 43229
 419-944-9903
 bliboentertainmentgroup@gmail.com



13. INDEPENDENT CONTRACTOR

Artists' hereby acknowledges and agrees that Artists' services are being provided hereunder as an independent contractor. Accordingly, and pursuant to Artists' request, Purchaser shall not withhold, report or pay withholding taxes with respect to the compensation payable hereunder. "Withholding taxes" shall include, without limitation, federal and state income taxes, federal social security tax, and unemployment insurance tax.

14. MISCELLANEOUS

(i) All necessary sound and musical equipment will be made available to Artists'. Artists' may bring, at his own expense, equipment essential to his performance, but if so, the Event Coordinator or Purchaser should be notified in advance, no later than the beginning of rehearsal time.

(ii) Artists' and Purchaser confirm that they are free to enter into this agreement and that both parties will use best efforts to procure any consents necessary from any third parties (including record or merchandising companies) without further compensation.

(iii) Any appropriate state or federal district court located in the City Columbus, in the State of Ohio, shall have exclusive jurisdiction over any case or controversy arising under or in connection with this Contract, without regard to its conflict of law rules.

(iv) This Agreement is intended by the Parties to be the complete and final expression of their agreement and is specifically intended to be an integrated contract with respect to the matters affected herein. Each of the Parties agrees that any prior negotiations, statements, representations or agreements which are inconsistent with any provision in this Agreement are merged in and superseded by this Agreement, and that such party has not relied on any representation or promise, oral or otherwise, which is not set forth in this Agreement.

(v) This Agreement shall be binding upon and shall inure to the benefit of the employees, Artists', attorneys, successors, representatives and assigns of the Parties.

(vi) Each of the Parties warrants, represents, and agrees that in executing and delivering this Agreement it does so freely and voluntarily, and that such party has received independent legal



advice from its attorneys before executing and delivering this Agreement. Hence, this Agreement shall not be construed against any party on the basis that such party was the drafter.

(vii) The terms of this Agreement shall be kept confidential except to the extent necessary to enforce the terms hereof, or as otherwise required to comply with the law (such as, for example, pursuant to a court order, or where a party must disclose such information to a tax advisor for the purpose of preparing tax returns).

(viii) If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

(ix) No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

(x) This Agreement may be executed in any number of counterparts and by facsimile, each of which shall be deemed an original.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the 9th day of February, 2022.

Eric Ahiekpor,

President - Blibo Entertainment Inc.
TOUR MANAGER

A handwritten signature in black ink, appearing to read "Eric Ahiekpor".

Nana Frimpong /Prince Acheampong

PURCHASER



CONTRACT RIDER

This Rider is part of the attached contract for a performance by Medikal & Shatta Wale with his ten (10) person band and performers (hereinafter referred to as 'Artists') and by signing it you are agreeing to supply the Artists' with the specified equipment and working conditions that are essential to their performance. Any breach of the terms of this rider is a breach of contract and may cause Artists' to refuse to perform, without releasing you from the obligation to pay Artists'.

I. VALIDITY OF CONTRACT

This rider shall not be binding upon the Artists' until the Purchaser executes both this rider and attached contract. No other party is authorized to change this agreement with particular reference (but not limitation) to fee, percentage calculation, supporting acts, security, etc. Where any conflict of interpretation may exist between this rider and the attached contract, in all cases this RIDER shall prevail.

II. STAGE REQUIREMENTS

The Purchaser shall be responsible for providing all sound, light and audio\visual equipment necessary for the performance by Artists', including, but not limited to six (6) microphones, a backline, and all connections, outlets, tools and supplies that are requested by the Artists' and Band, if any, for the performance.

III. CHANGING ROOM REQUIREMENTS

The Purchaser shall be responsible for making arrangements with the Venue to provide no less than two (2) Dressing Rooms for the Artists' and band. The rooms must be cleaned and sanitized before Artists' and band arrival, kept at a comfortable temperature and labeled MEDIKAL & Shatta Wale. These rooms are for Artists' and band exclusive use and should be stocked and ready one (1) hour prior to show time.

Artists' and band rooms must be lockable with keys for which are to be delivered to Artists' and band once all the rooms have been stocked with condiments, beverages, etc.

IV. SECURITY

The Purchaser shall provide security for Artists' and band throughout the duration of their stay in the city of the performance, to consist of no less than two (2) armed bodyguards for the Artists'. Security must accompany Artists' and band at all times while in the city of the performance.



The Purchaser shall be solely responsible for the hiring of adequate security to protect the Artists' and band from the audience, the audience themselves and those without tickets from entering the facility. Only professional uniformed security Personnel may be employed. No on or off-duty police officers shall be allowed to provide such services, except with the express written consent of the Artists' Tour Manager. The security personnel will be responsible for preventing any member of the audience from attempting to mount/ access the stage.

In order for the Artists' and band to perform at his best, it is expressly understood that no person(s) shall be allowed on-stage, backstage or in the technical areas during the Artists' and Band performance, except those person(s) directly connected with the production of the Artists' and Band performance. Unauthorized persons must therefore be asked to leave the stage area immediately and the Purchaser will arrange for such request to be complied with immediately. In addition to the security officers stationed outside the Artists' and Band dressing rooms, the Purchaser shall ensure that no less than two (2) security officers are placed at the backstage door. It is essential that these officers be of a courteous and patient disposition. The Purchaser shall furnish these officers with a complete list of those persons who may gain admittance to the backstage area.

V. COMPLIMENTARY TICKETS

Purchaser shall provide, at Purchaser's expense, All Access passes for Artists' and Artists' entourage, plus eight (8) Complimentary VIP passes with backstage access at the venue for the performance. Tickets and passes should be given to the Artists' at least 24 hours prior to show dates.

VI. HOUSING AND TRANSPORTATION

The promoter must agree that on arrival of both Artists' in the States that they are transported by a private jet to the said destination (State/Town) of the event. The promoter should also know that Artist A & B will also return with a private jet after said event is executed unless there has been any verbal or written agreement from both parties to engage in another business after the event before both Artists' finally depart with promoter.

NOTE: The private jet will be paid for with the MONEY that the promoter will be spending on buying flight tickets to and from the venue for the Artists'. That is 4 (Four) business class and 2 (Two) economy tickets for the Artists' and their managers. The difference of the flight tickets money and the private jet rental cost will be deducted from the money due to the Artists' for their performance (Appearance Fee).

In the city of the event, the following SUV's or similar will be used to transport the Artists' around.



*Rolls-Royce Cullinan (2020 – 2022) Model

*Lamborghini Urus (2020 – 2022) Model

*G-Wagon (2020 – 2022) Model

The Artists' will love to be housed in option A or B below or Similar:

- A. Gated community with Security. OR
- B. 2 four-bedroom Airbnb houses opposite or adjacent or in close proximity for both Artists' and their team.

NB: Security always be present during the duration of the stay.

VII. MISCELLANEOUS

TIME factor must be one caution promoter must consider because of previous events scenarios:

If a promoter fails on the time of the performance of the Artists', promoter must verbally agree with both Artists' that he/she shall provide a sum which will be 25% of the money paid to both Artists' in cash.

In the case of riots or any form of distractions on the day of the said event that will hinder the security of both Artists', promoter should be aware that it would be the decision of both Artists' to perform or take 15% of the total fee charged from the promoter as a FINE.

FAILURE TO GO BY THINGS STATED IN THIS RIDER ATTRCAT A FINE BY BOTH ARTISTS' AS A PENALTY OF DEFAMATION, UNPROFESSIONALISM AND A DENT ON THE CAREER OF BOTH ARTISTS'.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this RIDER as of the today February 9, 2022.

PURCHASER:  (Sign).
Nana Frimpong /Prince Acheampong



TOUR MANAGER

_____ (Sign)

Eric K. Ahiekpor
President & CEO Blibo Entertainment Inc.

ARTIST (A)

_____ (Sign).

Samuel Adu Frimpong (Medikal)

ARTIST (B)

_____ (Sign).

Charles Nii Armah Mensah (Shatta Wale)

TM ENTERTAINMENT & BLIBO ENTERTAINMENT PRESENTS

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TO
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2022

Up
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A TOUR
MEDIKAL
AND
SHATTA WALE



BLIBO
ENTERTAINMENT



FOR BOOKINGS AND RESERVATIONS: 419-944-9903 | 201-515-1195



9PM - 3AM

5TH

2008

THAN *the hood*
A TOUR

MEDIKAL AND SHATTA WALE

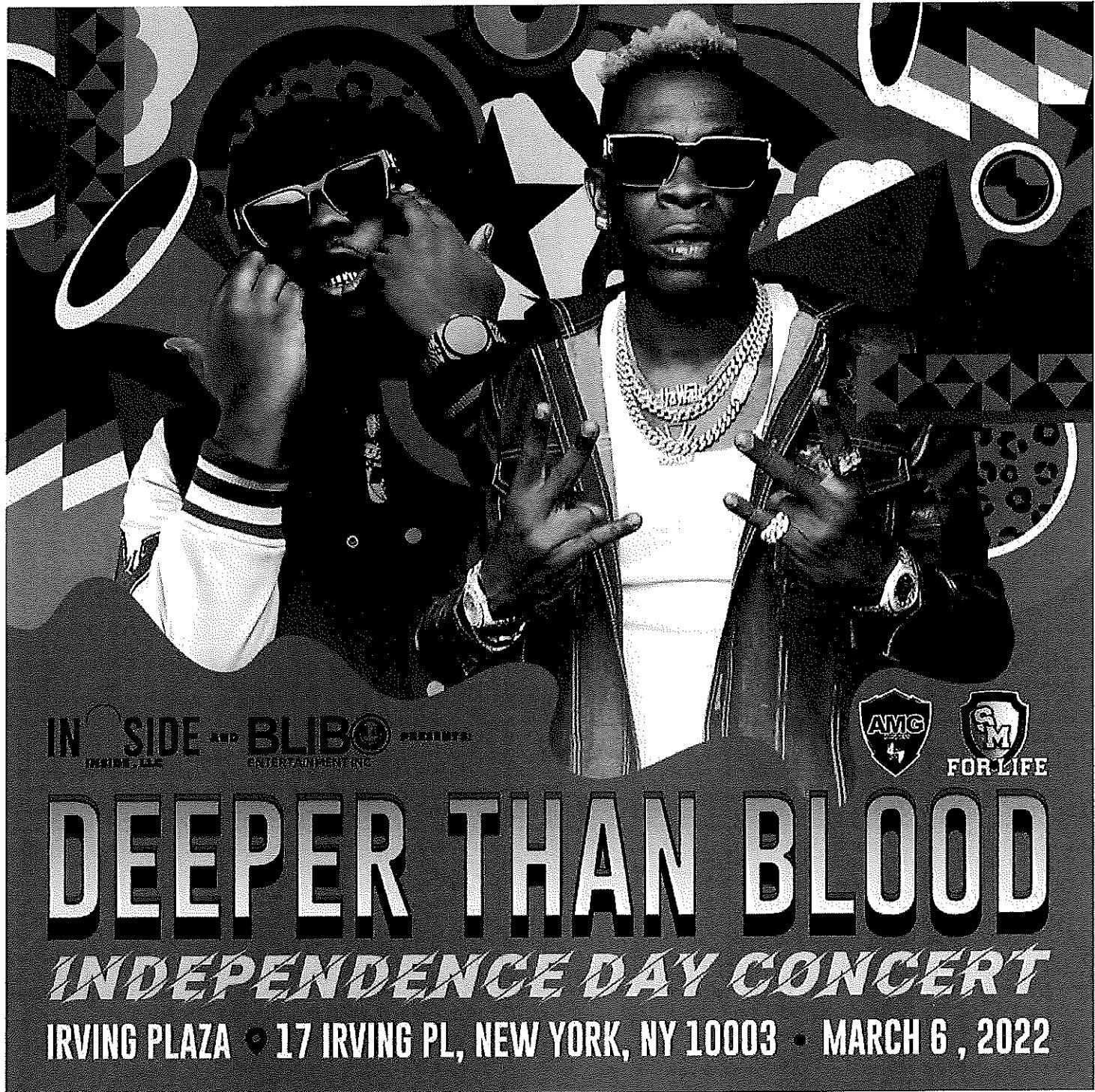
KARMA DC

2221 ADAMS PL NE WASHINGTON, DC 20018

BLIB 



FOR MORE INFO/VIP TABLE: 301-204-0643 | 240-603-0948



2016 04 06 10:00

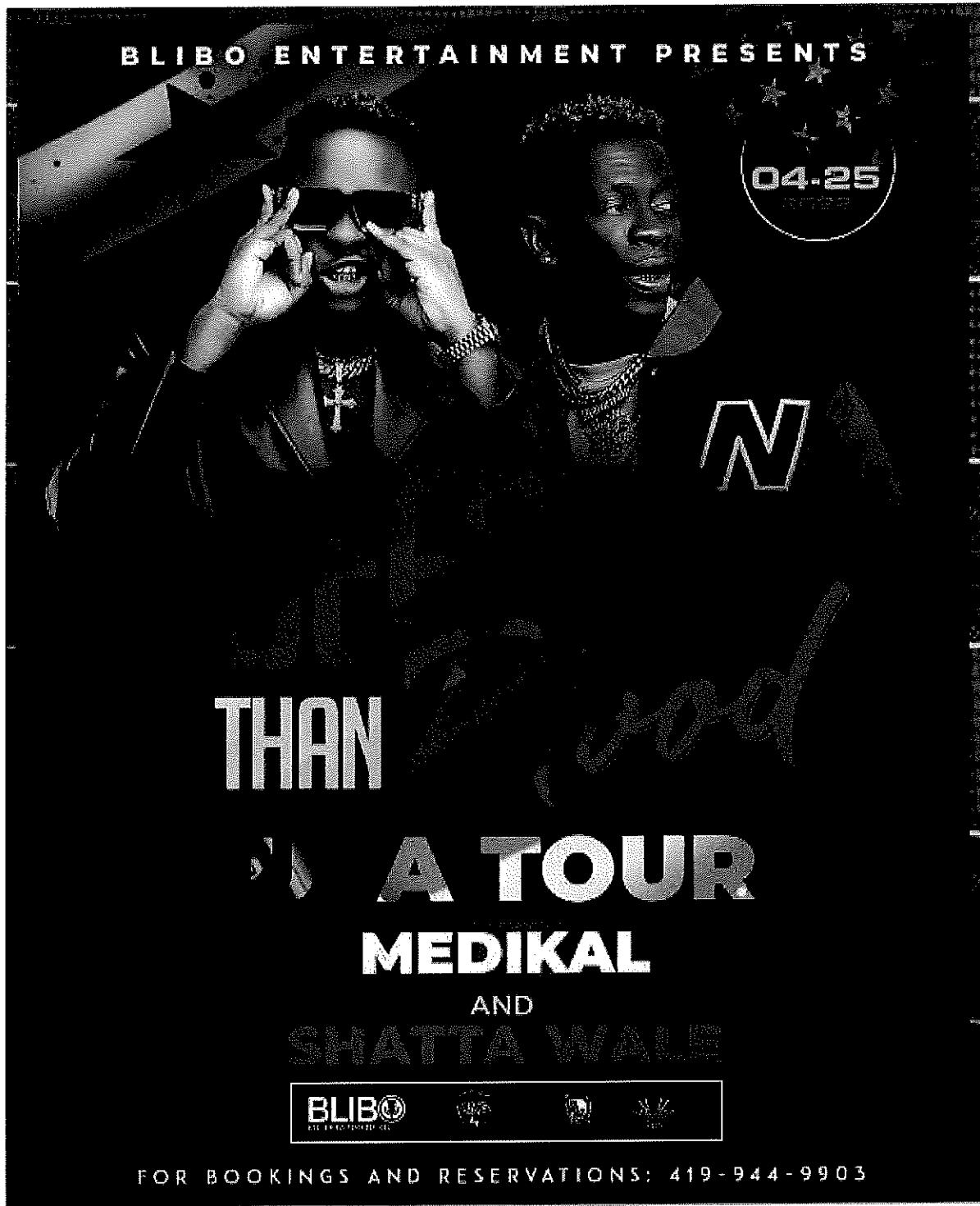
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Posts



shattawalenima



← Posts



The KING of CLUBS



View Insights

Boost post

Complete Delta Air Lines Baggage Information
Baggage fees will be assessed at the time you check in.

Final baggage fees will be assessed and charged at time of check-in. Baggage fees may change based on the class of service or frequent flyer status.
All prices are (USD) unless otherwise noted. If your itinerary qualifies for Trip Insurance, you will be able to add it before you purchase your ticket.

Changes & Cancellation Policies